

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHEASATERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Filed
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OCT 27 2008
SUSAN PIERSON SONDERBY
BANKRUPTCY JUDGE

In Re:) Case Number 02-B02474
)
KMART CORPORATION,) Chapter 11
) Hon. Susan Pierson Sonderby
Debtor.) Hearing Date: August 20, 2008
) Hearing Time: 11:00 a.m.

RESPONSE TO KMART OFFER

Ronald St. Clair Pendleton requests an amount of Eight Thousand Dollars (\$8,000.00), based upon the following:

1. In response to Ronald Pendleton's most recent Request to the Court, he was contacted by a Kmart representative who offered One Thousand Dollars (\$1,000.00) and requested a response from Mr. Pendleton regarding the offer within thirty (30) days, which Mr. Pendleton did through his POA.
2. The offer of One Thousand Dollars is not acceptable and is Kmart's apparent attempt to make a joke of the pain and suffering that one of their customer's continues to experience or to stall until Mr. Pendleton gives up and walks away without compensation for his pain and suffering.
3. The Kmart representative also requested additional medical information, which also seems to be an apparent attempt to make Mr. Pendleton continue to respond or provide information until he gives up on this case. Kmart received Mr. Pendleton's medical information and should have sufficient information to make a determination.
4. In conversation with Kmart's representative, the representative admitted that they have not done any investigation into the matter, yet still blame Mr. Pendleton for the injury that but for Kmart's actions and negligence Mr. Pendleton would not suffer today.
5. Ronald Pendleton should be compensated for Kmart's many wrongs on the day in question, due to the following:
 - a. Two store employees were relocating numerous TV's up and down the isle using a scaffold;
 - b. The area where they were working was not roped off or somehow separated to keep customers from entering the hazardous work area;
 - c. The employees were using the scaffold apparently without training and probably against OSHA regulations;
 - d. While one employee was on top of the scaffold moving the TV's, the other was moving the scaffold;
 - e. The employee on the floor moving the scaffold failed to lock the wheels of the scaffold while the employee on top of the scaffold moved the TV off the shelf
 - f. When the employee on top of the scaffold, who was not attached to anything for stability, began to move the TV off the shelf, the scaffold began to slide away from the

- shelf due to the employees failure to lock the wheels or attach the scaffold to something for stability, and as the scaffold began to slide away from the shelf the TV began to fall; and
- g. As the TV, employee and scaffold all began moving hazardously, Mr. Pendleton made a split second decision to protect himself from whatever would be coming his direction, and put his hand out to stop the TV first which landed on his toe.
6. Mr. Pendleton was put in a dangerous situation by the lack of training and negligence of Kmart's management and employees.
7. But for Kmart's failure to adequately train their management and employees, and Kmart's failure to rope off a dangerous work area, Kmart's customer, Mr. Pendleton, would not have been in that area and Mr. Pendleton would not have been injured.
8. Mr. Pendleton continues to request fair compensation for his injuries and continuing pain and suffering, which One Thousand Dollars is certainly not for an injury that has bothered Mr. Pendleton for years since the date Kmart failed to protect their customer and will continue to for the duration of his life.
9. Mr. Pendleton counter-requests an amount of Eight Thousand Dollars (\$8,000.00).

Submitted by:



Ronald St. Clair Pendleton by POA

Linda Pendleton

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CERTIFICATE OF SERVICE

I certify that on the 23st day of October, 2008, service of a true and complete copy of the foregoing representations were served William Barrett and the Sears Holding Company by depositing the same in the United States Mail with sufficient first class postage affixed thereto.



Ronald Pendleton by POA, Linda Pendleton